

REPORT
FROM THE
SECRETARY OF THE TREASURY,

In compliance with a resolution of the Senate, relative to the Debt due by the late General Brahan, &c.

MAY 9, 1836.—Read.

JUNE 28, 1836.—Motion to print laid on the table.

JUNE 29, 1836.—Ordered to be printed.

TREASURY DEPARTMENT,

May 7, 1836.

SIR: In compliance with a resolution of the Senate, passed on the 2d instant, in relation to the debt due to the Government from the late General Brahan, I have the honor to submit the following report.

On a search into the records of this Department, no correspondence whatever is found among such of them as were not consumed by fire in March, 1833, respecting the subject-matter of the above resolution, except what are included in the documents annexed to the Solicitor's report. But it is understood that some time in the year 1831, the cognizance or superintendence of this debt was devolved on the Solicitor of the Treasury, whose office had been created and his duties regulated by an act of Congress passed May 29, 1830.

The resolution was, therefore, referred by me, on the the 3d instant, to the Solicitor, for a full report on the several matters contained in it. His reply on the 4th instant, with the documents annexed, is believed to contain all the information desired, except the amount of certain payments which appear on the books of the First Comptroller.

The Comptroller's report in relation to them has since been received, and that, as well as the Solicitor's, with the accompanying papers, are accordingly herewith submitted, under an impression that they present satisfactory answers to the whole of the inquiries made in the resolution.

Respectfully,

LEVI WOODBURY,
Secretary of the Treasury.

HON. MARTIN VAN BUREN,
President of the Senate.

A.

OFFICE OF THE SOLICITOR OF THE TREASURY,

May 4, 1836.

SIR: I have received the resolution of the Senate of the 2d instant, by which the Secretary of the Treasury is directed "to inform the Senate whether the debt due the Government by the late General Brahan, as receiver of public moneys in the land office at Huntsville, has been liquidated; if any part thereof remains unpaid, what amount; if any portion of the money due upon notes or bonds transferred to the Treasury Department to secure said debt has not been collected, what amount, and the reasons why such amount has not been paid; if partial payments have been made, either by the late General Brahan, in his lifetime, or his legal representatives since, at the Treasury Department, or to the district attorney for the United States for the northern district of Alabama, the amount and time at which such payments may have been made.

"If any portion of said money has been paid over by the said district attorney into the hands of any person other than the Treasury Department, what amount; and if upon a loan, for what length of time, and at what rate of per cent. interest, and the reasons therefor.

"And if any portion of said debt has been transferred from the legal representatives of the said late General Brahan to any other person, what amount, and the reasons for such transfer; together with a copy of any correspondence which may have taken place between the Secretary of the Treasury and the district attorney, or the heir or heirs or legal representatives of the said late General Brahan, or any other person, touching or in any manner connected with the subject-matter of this resolution; and also a copy of any instructions that may have been issued to the said district attorney relative to either the loan of the money or transfer of the debt referred to by this resolution."

In compliance with your instruction to report upon the subject-matter of said resolution, I have the honor to state, that it appears from the files and records of this office, that the debt due to the Government by the late General Brahan, as receiver of public moneys in the land office in Huntsville, has been liquidated at the Treasury; and it appears from a transcript of his account sent to this office by the First Comptroller, and forwarded by me in December last to Byrd Brandon, Esq., the district attorney of Alabama, that the amount due is \$35,877 49; that partial payments had been previously made, for the particulars of which I beg leave to refer you to the First Comptroller; and for such other information required by the Senate as can be furnished by this office, I send enclosed copies of letters to and from it, of which the following is a list, viz.

No. 1. A letter to the Secretary of the Treasury from Byrd Brandon, Esq., district attorney, and referred by you to this office.

No. 2. A letter from Jno. R. B. Eldridge, administrator of General Brahan, to the Secretary of the Treasury, and referred to this office.

No. 3. A letter from the honorable R. Chapman, of the House of Representatives.

No. 4. A letter from this office to the Secretary of the Treasury, of December 21, 1835.

No. 5. A letter from this office to Byrd Brandon, Esq., United States attorney.

No. 6. A letter from this office to the Secretary of the Treasury, of the 16th February, 1836.

No. 7. A letter from John P. Hickman, Esq., to the honorable Balie Peyton.

No. 8. A letter from the honorable Balie Peyton, of the 10th March, 1836, to this office, enclosing Mr. Hickman's letter.

No. 9. A letter from this office in answer, bearing date 12th March, 1836.

No. 10. A letter from the honorable J. McKinley to the Secretary of the Treasury, referred to this office on the 2d of April, 1836.

No. 11. A letter from R. W. Brahan, son of General Brahan, to the President of the United States, referred to this office.

No. 12. A letter from this office to Byrd Brandon, Esq., United States attorney, of the 4th April, 1836, to which no answer has as yet been received.

No. 13. A letter from this office to the President.

No. 14. A letter from this office to the honorable Balie Peyton, of the 18th of April, 1836.

I have the honor to be, with great respect, sir,

Your most obedient servant,

V. MAXCY,

Solicitor of the Treasury.

To the Hon. LEVI WOODBURY,

Secretary of the Treasury.

P. S. It may be proper, in addition to the above report, to state the general principle which is adopted by this office in relation to indulgences as to time. It is to require as a condition of them additional security, and the payment of costs. Whenever security of ultimate payment is made perfect, a permission to pay by instalments is rarely refused, especially to sureties. This office, however, never exceeds instalments of one, two, and three years. Whenever longer indulgence is asked for, the application is referred to the high discretion of the head of the Department.

B.

TREASURY DEPARTMENT,

Comptroller's Office, May 6, 1836.

SIR: I have the honor to state, in reply to so much of a resolution of the Senate of the 2d instant, referred to in a letter of the Solicitor to the Secretary of the Treasury of the 4th instant, as requests information whether "partial payments have been made either by the late General Brahan, in his lifetime, or his legal representatives since, at the Treasury Department or to the district attorney of the United States; and, if any

portion of said money has been paid over by the district attorney into the hands of any person other than the Treasury Department, what amount; and if upon a loan, for what length of time, and at what rate of per cent. interest, and the reasons therefor," that, subsequently to the report upon Mr. Brahan's accounts, dated the 20th January, 1831, (in which he was credited with \$80,864 23, received by Le Roy Pope, trustee or agent of the United States in the case of John Brahan,) the following are *all* the payments made by or on account of Mr. Brahan, so far as this office is advised; and the same have been covered by warrants and passed to his credit, viz :

March 28, 1831. Payments to Branch Bank U. S. at Washington,	\$2,020
January 2, 1832. Payments to Branch Bank U. S. at Nashville,	
by B. Brandon,	585
January 6, 1832. Payments to Branch Bank U. S. at Washington,	
by N. Harper,	810
January 3, 1833. Payments to Branch Bank U. S. at Washington,	
by N. Harper,	870
January 30, 1833. Payments to Branch Bank U. S. at New Orleans, by James Clemens,	1,000
January 27, 1834. Payments to Union Bank at Nashville, by B. Brandon,	1,500
December 26, 1834. Payments to Union Bank at Nashville, by B. Brandon,	610
	<hr/>
	<u>\$7,395</u>

This office has no knowledge of any *loans* or of any other payments having been made than as above stated.

Mr. Maxcy's letter is herewith enclosed.

I have the honor to be, sir,

Very respectfully,

Your obedient servant,

JOHN LAUB,
Acting Comptroller.

Hon. LEVI WOODBURY,
Secretary of the Treasury.

No. 1.

HUNTSVILLE, ALABAMA,

November 3, 1835.

SIR: I have the honor to inform you that I understand an arrangement is wanting to be made, in relation to the debt due from General Brahan's estate to the United States; whereby a commutation of debtors and securities to the Government is contemplated. The gentlemen intended or proposed to be subrogated in place of General Brahan's estate, are Messrs. Caruthers & Kinkle and Daniel B. Turner, Esq., of this place, and Mr. John Blevins, of this county. I also understand that these gentlemen, or some of them, have purchased property of General Brahan's

administrator, Mr. Eldridge; and that, therefore, the payment could be made by the administrator with much more ease and convenience to the estate and heirs, to these gentlemen, than to the United States. I also am informed that the arrangement is desired, not only by the administrator, but also by the heirs and those most interested in the estate. The debt is now perfectly secure and safe to the Government as it is, and it would not be less so in the hands of the gentlemen before named. They are men of high standing, probity, and honesty, and able to secure the United States as amply as they could wish. Inasmuch as this arrangement seems to be desired very much by all these parties, and inasmuch as the latter gentlemen propose to secure the debt amply by mortgage, on time with interest, on both real and personal security, I ask leave, sir, to recommend that the arrangement be made with these gentlemen. I have no doubt but that the instalments will all be promptly and fully met by them, as they may respectively become due, &c.

I have the honor, &c.

BYRD BRANDON.

Hon. LEVI WOODBURY,
Secretary Treasury U. S.

No. 2.

HUNTSVILLE, (Alab.,) November 2, 1835.

SIR: As administrator upon the estate of General John Brahan, deceased. I beg leave to suggest that a transfer of the Government claim to Messrs. Caruthers and Kinkle would prove acceptable to me as administrator, and be advantageous to the estate, without producing any injury to the Government. Those gentlemen have become purchasers of property belonging to said estate, and I believe that I could make arrangements to settle with them more advantageously than with the Government. I think the interests of all parties would be promoted, and no injury sustained by either. I do hereby declare my assent to such transfer, and request that it may be made to those gentlemen, subject, however, to such legal settlement, or any law which Congress may pass for the relief of the heirs of said John Brahan.

I am, &c.

JOHN R. B. ELDRIDGE,
Administrator.

To the Hon. LEVI WOODBURY,
Secretary of the Treasury.

No. 3.

HOUSE OF REPRESENTATIVES,
Washington City, Dec. 10, 1835.

SIR: Mr. Wilson T. Caruthers, of Huntsville, Alabama, is authorized to make an arrangement with the Government, so that he and several

other gentlemen may become bound for a debt due from the estate of the late General John Brahan, in lieu of that estate, (as particularly stated in a letter from Byrd Brandon, Esq. to your Department, to which I refer you.)

I am not particularly informed as to the extent of the security which the Government *now* has for this debt, but my acquaintance with the gentlemen alluded to, and knowledge of their ability, authorize me to say that, by such a substitution of debtors, the Government will be perfectly secure. I concur with Mr. Brandon in all he says as to their high standing in society, their probity, and ample means of securing the debt.

The arrangement proposed will, I have no doubt, accommodate all persons concerned, and, if it meets your views, I am desirous that it be made.

I have the honor to be,
With great respect,
Your obedient servant,

Hon. LEVI WOODBURY,
Secretary of the Treasury.

R. CHAPMAN.

No. 4.

OFFICE OF THE SOLICITOR OF THE TREASURY,
December 21, 1835.

SIR: I have duly received the letter of the honorable R. Chapman, of the House of Representatives, to you, stating that "Mr. Wilson T. Caruthers, of Huntsville, Alabama, is authorized to make an arrangement with the Government, so that he and several other gentlemen may become bound for a debt due to the United States from the estate of the late General John Brahan, in lieu of that estate, accompanied by a letter from Byrd Brandon, Esq., United States attorney, stating that the proposed arrangement will be safe to the United States, and advantageous to the heirs and estate of the late Colonel Brahan;" and also a letter from John R. B. Eldridge, Esq., administrator of the estate of General Brahan, giving his consent to the proposed arrangement—all of which were referred by you to this office for a report, "whether or not the proposition could be acceded to."

In reply, I have the honor to state that I am of opinion that the power to discharge one debtor to the United States by the substitution of another, is not possessed by this office. I am not, however, prepared to say that a case might not be presented in which it would be proper, for this purpose, to call into exercise the high discretion of the Secretary of the Treasury, but this does not appear to me to be such a case—the estate of General Brahan being deemed by the district attorney adequate to the discharge of the debt due the Government. I beg leave to state, however, that I have this morning had a personal interview with these gentlemen, and stated my objections to their proposition; upon which they verbally propose that, if the United States would give indulgence in this case, and allow the debt to be paid in five equal annual instalments, in which case they would, in addition to the security now possessed by the United States for the payment of this debt, add that of

their own responsibility. As this arrangement would place ultimate payment of the debt (which is large) beyond dispute, I would not hesitate to recommend an extension of time, on the further condition that, with each annual instalment, all interest accruing should be paid; but the time asked is beyond the limits within which it has been customary to extend the discretion exercised in these matters by this office. I must, therefore, with the foregoing remarks, submit the case for your instructions.

I am, &c.

V. MAXCY,
Solicitor of the Treasury.

To the Hon. LEVI WOODBURY,
Secretary of the Treasury.

NOTE.—This letter was returned to the Solicitor, with the following on the inside of it:

“I approve the last proposition, and wish them notified to-day.

“L. WOODBURY.”

No. 5.

OFFICE OF THE SOLICITOR OF THE TREASURY,
December 24, 1835.

SIR: Your letter of the 3d ultimo to the Secretary of the Treasury, informing him of the desire felt by the parties to make an arrangement in relation to the debt due from General Brahan's estate to the United States, whereby that estate should be discharged, and the debt assumed by Caruthers & Kinkle, Daniel B. Turner, and John Blevens, which arrangement, you state, will be convenient and advantageous to all the parties; and inasmuch as they seem much to desire it, and propose to secure the debt amply by mortgage, on time with interest, on both real and personal security, you recommend that it be made, &c., has been duly received by the Secretary, and referred to this office, with a letter from the honorable M. Chapman, of the House of Representatives, and also a letter from the executor of the estate of General Brahan, giving his consent to the arrangement.

In answer to this proposition, I have to state that the power to discharge one debtor to the United States by the substitution of another, is not possessed by this office: that arrangement cannot therefore be accepted. These gentlemen, however, have proposed, in a personal interview, that, if the United States would give indulgence in this case, and allow the debt to be paid in five equal annual instalments, with interest, they would, in addition to the security now possessed by the United States for the payment of this debt, add that of their own responsibility.

This proposition has been submitted to the Secretary of the Treasury, and accepted; you are therefore authorized to make this arrangement with them. It is understood that one-fifth of the principal of the debt is to be paid annually, with interest on the whole. The whole to be secured, as proposed, to your entire satisfaction—taking care that the written consent of all parties concerned be taken and filed with you, so that no security now possessed by the United States is thereby impaired.

It is further understood that the whole arrangement is to be void, upon a failure to pay punctually the instalments and interest at the times specified.

To enable you to settle the business, I have obtained from the Comptroller an authenticated transcript of the account of General Brahan, showing the amount of his debt, which I herewith enclose you.

As soon as this arrangement is completed, I have to request that you will make a full report to this office, with copies of the securities, &c. You will retain the original, and deposite the instalments, as they shall become due, to the credit of the Treasurer, as directed in other cases.

I am, &c.

V. MAXCY,
Solicitor of the Treasury.

TO BYRD BRANDON, Esq.,
United States Attorney, Huntsville, Alabama.

No. 6.

OFFICE OF THE SOLICITOR OF THE TREASURY,
February 16, 1836.

SIR: The letter of Robert M. Patton, Esq., of Florence, Alabama, under date 30th January, 1836, addressed to the President of the United States, and by you referred to this office for my report, is received.

In reply, I have the honor to inform you that, on the 21st of December last, I apprized you that Mr. Wilson T. Caruthers, of Huntsville, Alabama, through the recommendation of the honorable R. Chapman, of the House of Representatives, was authorized to make an arrangement with the Government, so that Messrs. Caruthers & Kinkle, Daniel B. Turner, and John Blevins, might become bound for a debt due to the United States from the estate of the late General John Brahan, in lieu of that estate. This report was accompanied by a letter from Byrd Brandon, Esq., United States attorney, stating that the proposed arrangement would be safe to the United States, and advantageous to the heirs and estate of the late General Brahan, and also a letter from John R. B. Eldridge, administrator of Brahan's estate, giving his consent to the proposed arrangement, &c.

In the report then made to you, I stated that I was of the opinion that the power to discharge one debtor to the United States by the substitution of another was not possessed by this office; that I was not, however, prepared to say that a case might not be presented, in which it would be proper for the purpose to call into exercise the high discretion of the Secretary of the Treasury, but that this did not appear to me to be such a case—the estate of General Brahan being deemed, by the district attorney, adequate to the discharge of the debt due the Government.

I further stated that, on that morning, I had a personal interview with those gentlemen, and stated my objections to their proposition, upon which they verbally proposed that, if the United States would give indulgence in this case, and allow the debt to be paid in five equal annual instalments, in which case they would, in addition to the security then

possessed by the United States for the payment of this debt, add that of their own responsibility. That as this arrangement would place ultimate payment of the debt, which is large, beyond dispute, I would not hesitate to recommend an extension of time, on the further condition that, with each annual instalment, all interest accruing should be paid; but the time asked being beyond the limits within which it has been customary to extend the discretion exercised in these matters by this office, I submitted the case for your instructions.

The letter was returned to this office, upon which you annexed as follows, viz. :

"I approve the last proposition, and wish them notified to-day.

"L. WOODBURY."

On the 24th December, 1835, instructions were given to the district attorney to carry into effect the proposition accordingly, taking collateral security from the parties above named. Balance due to the United States, \$33,836 93.

To this letter no answer has yet been received from the district attorney.

Mr. Patton's letter is herewith returned.

I am, &c.

V. MAXCY, *Solicitor, &c.*

To the Hon. LEVI WOODBURY,
Secretary of the Treasury.

No. 7.

NASHVILLE, *February 21, 1836.*

SIR: I have just received a letter of Mrs. Brahan, of Alabama, informing me that the Government had sold to Kinkle, Caruthers, Blevins, and Turner, stage-contractors at Huntsville, the claim on the estate of General Brahan. They have presented the claim to Mr. Eldridge, the administrator, who has paid it without consulting the widow. I very much suspect there is something wrong; that the claim has been sold at a discount, and wealthy individuals have been enabled to speculate on the poor widow and children. You will place me under lasting obligations if you will investigate this thing and give me the earliest information on the subject. I had no doubt, from indications last winter, that Congress would relinquish the claim on the estate of General Brahan. The Committee on Public Lands reported favorably; the bill for their relief was twice read in the House without opposition.

I am, &c.,

JOHN P. HICKMAN.

Hon. BALIE PEYTON,
Washington City.

No. 8.

HOUSE OF REPRESENTATIVES,

March 10, 1836.

SIR: I enclose you the letter of Colonel John P. Hickman, of Tennessee, making certain inquiries in relation to the claim of the Government on the estate of General Brahan. He is a relative and friend of the family, a highly respectable man, late a member, and in fact now a member, of the Tennessee Legislature. I hope you will give me the necessary information to enable me to answer his, which I must ask you to return to me.

I am, &c.,

BALIE PEYTON.

VIRGIL MAXCY, Esq.,
Solicitor of the Treasury.

No. 9.

OFFICE OF THE SOLICITOR OF THE TREASURY,

March 12, 1836.

SIR: I have the honor to acknowledge the receipt of your letter of the 10th instant, covering one addressed to you by Colonel John P. Hickman, of Nashville, Tennessee, making certain inquiries in relation to the claim of the Government on the estate of General John Brahan, deceased, late receiver of public moneys at Huntsville, Alabama.

In reply, I have to inform you that, in December last, Mr. Wilson T. Caruthers, of Huntsville, Alabama, through the recommendation of the honorable R. Chapman, of the House of Representatives, was authorized to make an arrangement with the Government, so that Messrs. Caruthers and Kinkle, Daniel B. Turner, and John Blevins, might become bound for a debt due to the United States from the estate of the late General Brahan, in lieu of that estate. This report was accompanied by a letter from Byrd Brandon, Esq., United States attorney, stating that the proposed arrangement would be safe to the United States, and advantageous to the heirs and estate of the late General Brahan; and also a letter from John R. B. Eldridge, Esq., administrator of Brahan's estate, giving his consent to the proposed arrangement, &c.

On the 21st December, 1835, I submitted the proposition of these gentlemen to the Secretary of the Treasury, stating that I was of the opinion that the power to discharge one debtor to the United States by the substitution of another, was not possessed by this office; that I was not, however, prepared to say that a case might not be presented in which it would be proper for this purpose to call into exercise the high discretion of the Secretary, but that this did not appear to me to be such a case, the estate of General Brahan being deemed by the district attorney adequate to the discharge of the debt due the Government. I further stated that, on that morning, I had a personal interview with those

gentlemen, and stated my objections to their proposition, upon which they verbally proposed that the United States should give indulgence in this case, and allow the debt to be paid in five equal annual instalments, in which case they would, in addition to the security then possessed by the United States for the payment of this debt, add that of their own responsibility; that, as this arrangement would place ultimate payment of the debt (which is large) beyond dispute, I would not hesitate to recommend an extension of time, on the further condition that, with each annual instalment, all interest accruing should be paid, &c. To this last proposition, the Secretary of the Treasury gave his assent.

On the 24th December, 1835, instructions were given to the district attorney to carry into effect this proposition, taking the obligations of the above-named gentlemen as collateral security for the whole balance due to the United States, \$33,836 93. To this letter no answer has yet been received from the district attorney.

From this you will perceive that Mr. Hickman is mistaken in supposing that the claim on the estate of General Brahan has been sold at a discount—a proceeding beyond the power of this office or the Department.

I am, &c.

V. MAXCY,
Solicitor, &c.

To the Hon. BALIE PEYTON,
House of Representatives.

No. 10.

FLORENCE, *March 19, 1836.*

SIR: The family of the late General John Brahan have been informed that an arrangement has been made at the Treasury Department for an extension of time on the debt due from his estate to the Government of the United States, by persons pretending to act in their behalf. I am instructed by the widow and others of the family to say that no such arrangement was ever authorized by them; and that they were greatly astonished when they heard that a matter of such importance to them had been publicly transacted without their knowledge or consent.

General Brahan, in his life-time, and his family, since his death, have been endeavoring to obtain relief from Congress to the amount of the interest on the original debt, about \$80,000; and a bill is now probably pending in Congress for that purpose. Should they fail to get the bill acted upon at the present session, they do not wish to postpone the payment longer than will be necessary for Congress to act on the subject hereafter.

In consequence of the large amount of the debt claimed by the Government, and the large amount due to individuals, the administrator of the estate has declared it insolvent; which, by our law, subjects it to a ratable distribution among the creditors. If the Government debt shall not be released, or greatly diminished, the estate will, I presume, prove insolvent. In that event, the family can have no possible interest in de-

laying the payment ; but, situated as they are, they may be greatly injured by the arrangement which has been made.

Mrs. Brahan, her son, and son-in-law, are the sureties of the administrator of General Brahan's estate ; and he has been induced by Mr. Brandon, the district attorney here, to pay over to him the whole amount of the debt claimed by the Government, (upwards of thirty-six thousand dollars,) which sum Mr. Brandon has paid to the persons claiming to be beneficially interested in the arrangement made with the Treasury Department. Now, if this collection and payment of the money by the district attorney has been in violation of his instructions, the payment made by the administrator may not exonerate the estate of General Brahan from future liability ; and if the administrator should be unable to meet any deficiency that may result from this very extraordinary transaction, the sureties must respond for him to the creditors.

Since writing the above, Mr. Robert Brahan has shown me a letter addressed by him to the President, which will, I presume, be referred to your Department. The facts there stated upon Mr. Brahan's knowledge, may be relied upon ; and if all the others be true, I have no doubt you will consider it your duty to take immediate steps to restore things to the condition in which they were before the arrangement was made.

There is one other subject connected with this business to which I beg leave to call your attention. When the settlement was made between the Department and General Brahan, and Colonel Pope, who had acted as trustee for the Government, I acted as the agent of the latter and the friend of the former gentleman. Upon that settlement Mr. Graham, then Commissioner of the General Land Office, calculated the interest, and brought General Brahan in debt \$8,000, or thereabout. Upon the matters being referred to Mr. Ingham, then Secretary of the Treasury, he charged compound interest, and thereby brought General Brahan in debt about \$15,000. Since that period I have paid upwards of two thousand dollars for General Brahan : \$1,500 to the Solicitor of the Treasury, and the residue to Mr. Brandon ; and I have been informed that several thousand dollars have been paid by others, on account of this debt, to Mr. Brandon. How is it that the administrator has been compelled to pay Mr. B. upwards of \$36,000 ? It seems to me there must be some mistake in this affair.

Should it be found necessary to set aside the arrangement made at Huntsville, it may be proper to select some agent on the part of this Government other than Mr. Brandon. That gentleman's health is, I understand, extremely bad ; and, besides, the part he has taken in the transaction might render it improper that he should act further in it. The family of Mrs. Brahan would prefer some other person, if agreeable to the Government.

With great respect,

Your obedient servant,

J. McKINLEY.

HON. LEVI WOODBURY,
Secretary of the Treasury.

P. S. Be pleased to show this letter to the President.

No. 11.

TUSCUMBIA, ALABAMA, March 15, 1836.

DEAR SIR: Your letter of the 18th ultimo, enclosing the report of the honorable V. Maxcy to the Secretary of the Treasury, addressed to Robert M. Patton, Florence, Alabama, was duly received, and handed over to me; as directed, I proceeded to Huntsville, forthwith, and the result of my investigation and inquiry, in substance, is as follows:

Mr. Wilson T. Caruthers, some time in the month of November last, called on Mr. Eldridge, the administrator of my father's estate, and informed him that the Postmaster General was largely indebted to Kinkle and Caruthers for carriage of mails, on their respective contracts, and that the Post-Office Department being unable to pay without some indulgence, he had concluded to propose to the Department to take this debt in part payment of his contracts, and proposed to Mr. Eldridge to take the greater proportion of this debt in notes on good solvent men, provided he would be willing to pay the debt without suit; and he further prevailed on the administrator to write to the Department, which letter was (I understand) enclosed in one from Mr. Brandon to the Secretary of the Treasury.

Mr. Eldridge informed me that the substance of his letter was as follows, viz: "That, provided the remaining interest on the debt due from General Braham's estate was not remitted by Congress, he would as soon pay the debt to Messrs. Kinkle, Caruthers, & Co., as to any one else." The letter written by Mr. Brandon, district attorney, he professes never to have seen or heard of, until I informed him of it.

About the middle of January last, Mr. Brandon, district attorney for North Alabama, notified Mr. Eldridge that Kinkle, Caruthers, & Co., had purchased this debt, and presented to him a certified transcript from the Treasury Department, attested by the honorable L. Woodbury, and other officers, in due form, stating the balance due from General Braham's estate to the Treasury to be \$36,154. Mr. Eldridge asked to see his instructions, whereupon he read to him either his entire instructions, or such as he thought proper; Mr. Eldridge did not appear to understand the arrangement, and *positively refused* to arrange the business as Mr. Brandon proposed. Mr. Brandon then endeavored to urge it upon Mr. Eldridge, that by giving his consent to placing the money in the hands of Kinkle, Caruthers, & Co., that it would give a further time to *the heirs and widow* to petition for a remission of the remaining interest; Mr. Eldridge *still refused*. Mr. Brandon then informed him that if he did not make this arrangement, he would be *sued forthwith*; Mr. Eldridge answered that he was willing and ready to pay the debt without suit; that he understood that the arrangement was made in the *name* and for the *benefit* of the estate, and not for Kinkle, Caruthers, & Co.; and that he never would suffer the estate to be bound as security for those gentlemen. Mr. Brandon rejoined that if he was ready to pay the debt, he was authorized to receive; and the administrator forthwith, without our knowledge or consent, and immediately, paid up the debt, and took up the original notes, (for the payment and safety of which the deed of trust was executed,) with a receipt of payment in full endorsed on the back of the notes.

A certified copy of the *notes* and *receipt* is respectfully enclosed. Mr. Brandon then handed over the money and notes received of Mr. Eldridge, to Kinkle, Caruthers, & Co., at his own responsibility. After which, he refuses to give up to Mr. Eldridge the deed of trust, and some notes placed in his hands, which are named in the deed of trust; alleging that, as the deed of trust was given to the Secretary of the Treasury, he alone had the power to release it.

Mr. Brandon endeavored, through the whole arrangement, from some cause or other, to get Mr. Eldridge's consent in writing to this business; and finally stated to him that, although he had paid the money, yet Mr. Woodbury would never release the deed of trust, without some statement from him, (Mr. Eldridge,) showing that the money had been paid. The administrator informed me that he then gave to Mr. Brandon a memorandum to the following effect: "That I, John R. B. Eldridge, administrator of John Braham, deceased, have this day settled and paid over to Byrd Brandon, district attorney for North Alabama, the debts due from said decedent's estate to the Secretary of the Treasury, which debt has been arranged and secured to the Department by Kinkle, Caruthers, & Co." I afterwards found out from General Patterson the reason why Mr. Brandon was so anxious to get this written statement from Mr. Eldridge; namely, that he wished to torture it into something like a consent of the administrator to the whole arrangement.

Mr. Chapman requested General Patterson, marshal of the district, by letter from Washington city, to call on Mr. Brandon, and see what his instructions were, and to ascertain what had been done. Mr. Brandon showed his instructions to General Patterson, and he informed me that Mr. Brandon, in arranging this business, had paid no regard to his instructions whatever throughout the whole arrangement; and in fact there appears to be but little doubt, in the minds of many gentlemen of the first respectability about Huntsville, but that Mr. Brandon is deeply interested in this matter; and, consequently, has acted totally unworthy of the high trust reposed in him as a public officer.

When I was in Huntsville I myself called on Mr. Brandon, and requested to see his instructions, the deed of trust he was about to take, and the statement of Mr. Eldridge, which he *positively refused*, saying that he had as well let the business rest, as he only waited for the signature of Mr. Caruthers, who had not returned from Washington, to make a final close of the business; and that, further, it would not be in the power of the Secretary or Solicitor of the Treasury to undo it. I have been authorized by the administrator, John R. B. Eldridge, to say that he *never has* and *never will* give his consent to such an arrangement as Mr. Brandon has made, and endeavored by subterfuges to carry out the idea that he had sanctioned. I would most respectfully refer you, in support of this statement, to General B. Patterson, Colonel John Reed, and James A. Donegan, Esq., Huntsville, who have taken some pains to inquire into this matter. We never had any idea that those persons, or any others, would attempt to purchase this debt; and as we were of the opinion that so long as the debt was secure, the Department would hardly substitute one creditor for another, and, moreover, we had determined to let the matter rest until the present Congress should act on our petition; then we should have asked an extension of time, and I

am sure, with the assistance of our *real friends*, we could have given ample security to the Secretary of the Treasury, and secured the debt without interfering with the final settlement of the estate. I have thus imposed upon your patience by a candid statement of the facts relative to this business, as far as I have been enabled to unravel them. You will please excuse the liberty I have taken, as I consider it my imperative duty to make every exertion in behalf of my mother and infant brothers and sisters, consistent with truth.

I remain, dear sir,

With sentiments of high regard,

R. W. BRAHAN.

President JACKSON.

N. B. Should you find it convenient, you will please show this letter to the honorable R. Chapman, House of Representatives. It appears by the report of the Solicitor of the Treasury, the balance due the United States was \$33,896 33; the amount receipted for by Mr. Brandon, as per his receipt enclosed, \$36,154, which two amounts differ.

By a certified transcript of General Brahan's account due to the United States, there appears to be a balance due upon the within-named notes to the United States, on this day, of \$36,154, including some interest; therefore, I, Byrd Brandon, district attorney for the United States in the northern district of Alabama, have this day received of John R. B. Eldridge, administrator of John Brahan deceased, \$7,559 25, in good current bank notes, at par, and \$28,594 75, in notes on good solvent men, in full payment of the above-named balance due to the United States as aforesaid.

Given under my hand 20th January, 1836.

BYRD BRANDON,

*District attorney United States,
northern district of Alabama.*

The above notes and money are to be handed to Kinkle, Caruthers, Turner, and Blevins, as they have arranged and secured the debt to the United States.

B. BRANDON.

I hereby certify that the within notes and above receipt are true, and copied from the originals in my possession.

JOHN R. B. ELDRIDGE,

Administrator of John Brahan, deceased.

\$40,981 60. HUNTSVILLE, ALABAMA, October 23, 1819.

Nine months after date I promise to pay to the order of William H. Crawford, Secretary of the Treasury of the United States, or his successor in office, \$40,981 60, with interest from the date, for value received. Witness my hand:

JOHN BRAHAN.

Witness: JOHN MARTIN.

\$40,981 60.

HUNTSVILLE, ALABAMA, *October 23, 1819.*

Eighteen months after date I promise to pay to William H. Crawford, Secretary of the Treasury of the United States, or his successor in office, \$40,981 60, for value received, with interest from the date. Witness my hand:

JOHN BRAHAN.

Witness : JOHN MARTIN.

No. 12.

OFFICE OF THE SOLICITOR OF THE TREASURY,

April 4, 1836.

SIR: Information being received at this office that you have received payment of the debt due by the late General Brahan to the United States, from the administrator of the estate, you will please to deposite the amount, in conformity with regulation No. 5, to be observed by district attorneys, as set forth in my circular of the 27th July, 1830, to the credit of the Treasurer of the United States, without delay, and transmit a certificate of the cashier for such deposite to this office, that the account of General Brahan may be credited with the same, and closed on the books of the Treasury.

I am, &c.

V. MAXCY,

Solicitor of the Treasury.

To BYRD BBANDON, Esq.,

United States Attorney, Huntsville, Alabama.

No. 13.

OFFICE OF THE SOLICITOR OF THE TREASURY,

April 7, 1836.

SIR: In the conversation which I had the honor to hold with you yesterday on the subject of the debt of General Brahan, and the arrangement for its payment proposed by Caruthers and others, you expressed a desire that I would lay before you a concise statement respecting it.

The circumstances are as follows:

In the month of December, Mr. Caruthers came to Washington and proposed to the Secretary of the Treasury to assume the payment of the debt due by the estate of General Brahan, in five annual instalments, and that the estate should be released. They at the same time brought letters from the administrator of the estate, and from the district attorney, the first stating that the arrangement would be acceptable to him as administrator, and *advantageous to the estate*; the latter, that he was informed that the arrangement was desired, not only by the administrator, but also by the heirs, and those most interested in the estate, and that payment could be made to Messrs. Caruthers, &c. with much more ease and convenience to the estate and the heirs, than to the United States, and

he therefore recommended that the desired arrangement should be made. Both the district attorney and the administrator of the estate spoke in the highest terms of the credit and responsibility of Messrs. Caruthers, &c.

I replied, in substance, that the request to substitute Messrs. Caruthers, &c., as debtors to the United States in the place of General Brahan's estate, could not be complied with so as to exonerate the estate, but that, in conformity with a general rule, I would recommend to the Secretary to grant the indulgence asked for, if they (Messrs. Caruthers, &c.) would become *collateral* security for the debt, leaving the estate responsible, until the whole of the instalments asked for should be paid. The effect of this would be to secure, in consideration of granting time, the ultimate payment of the debt to the United States, beyond all question.

With these views, and *to benefit the estate of General Brahan and those interested in it*, after consulting with and receiving the sanction of the Secretary of the Treasury to the arrangement, I instructed the district attorney to carry the proposed arrangement, as modified by me, into effect, by requiring collateral security, to his entire satisfaction, and taking care that the written consent of all parties concerned should be filed with him, so that no security now possessed by the United States should be impaired. I further instructed the district attorney, as soon as the arrangement should be completed, to make a full report to this office, which he has not yet done.

Understanding, from a letter sent to this office by the Secretary of the Treasury, and another handed to me by yourself, that the administrator of the estate has paid the debt due the United States to Byrd Brandon, Esq., the district attorney, I have called upon the latter for an immediate report, and directed him to deposite the amount received to the credit of the Treasurer of the United States, and transmit a certificate of such deposite to this office, as in other cases.

As soon as this report shall be received, I will lay it before you.

I have the honor, &c.

V. MAXCY,
Solicitor of the Treasury.

TO ANDREW JACKSON,
President of the United States.

No. 14.

OFFICE OF THE SOLICITOR OF THE TREASURY,
April 18, 1836.

SIR: That you may, as you desired, have a full view of the arrangement of the debt due by the estate of General Brahan, deceased, made with Messrs. Caruthers, Kinkle, & Co., I have the honor to send enclosed a copy of my letter to yourself of the 12th ultimo; of my first letter of instructions to the district attorney, of the 24th December last; and of one written on the 4th instant, after information was given to this

office of the money due having been paid by the administrator of the estate to the district attorney.

From these you will perceive that the only legitimate effect of the arrangement was to give additional time, *for the benefit of the estate*, on condition of the gentlemen above named giving *collateral* security that it should be paid punctually in five annual instalments, with interest on the whole, whenever an instalment should be paid. By this arrangement it was expected that the debt would be made doubly secure to the Government, while the widow and family interested would have ample time to dispose of property to the best advantage, and obtain the relief, if Congress should think it right to grant it, for which they had petitioned.

You will perceive, moreover, that no authority whatever was given to the district attorney to pay any money received from the estate in payment of the debt, to Messrs. Caruthers, Kinkle, & Co., or any one else. If the administrator have paid the money to the district attorney in satisfaction of this debt, as has been intimated, it became his duty immediately to pay it over to the United States, by depositing it, in the prescribed form, to the credit of the Treasurer of the United States, in the proper bank, and he has been accordingly instructed to do it. If he has disposed of it in any other manner, he is responsible for the misapplication of it.

I am, with great respect, &c.,

V. MAXCY,

Solicitor of the Treasury.

HON. BALIE PEYTON,
House of Representatives.